of oppinion that the Laws of the Province have Sufficiently provided in Such Case therefore the petr is referred to the Law for his relief Signed per order W. Taylard Cł. H: D as per the Said petition and endorsement in this Defts hands ready to be produced may appear; that this Deft gave notice to in his favour and again Said Gresham of his having obtained Such offered the Said Gresham the list and Execution wth the Severall Accounts of particulars desireing him to do his duty therein but the Said Gresham Still Refuseing So to doe oblig'd this Deft to enquire into the Said Gresham's Bond of Sheriffalty, for that year he being advised that Such Refusall being a breach of his Duty remedy was to be taken by Sueing his Said office bond but on enquiry he cou'd not find the Said Gresham had given any bond for that year but believes the Said Gresham's Father being then Chief Justice of the Said County Court the takeing Such Bond had been either designedly or neglegently omitted till the Seventeenth of March 1704/5 So that this Deft cou'd have no recourse thereto or remedy by law And this defendants loss by the fire aforesaid render'd it unconvenient to him to proceed in Equity against him that thereupon the Deft frequently impartained the Said Gresham to take the Said list but the Said Gresham depending as this Deft Supposes upon the Circumstances afd or Some of them refused to Accept the Same till the thirtyeth of December Seventeen hundred and four at went time the Said Gresham finding (as this Deft believes) that he cou'd not get more then 10 per Cent from this Deft Accepted the Said List on this Defendts [376] promiseing that he wou'd be Content wth a reasonable return thereof wch is what this deft then and yet beleives the Law would oblige him to be Content with and the Greasham to make; weh is all the Conditions or terms that ever this defendt made wth the Said Gresham in relation to any Receipt or Returns of any Lists of fees whatsoever to the best of this Defts Remembrance nor can this Deft call to Remembrance that he ever had or made the above or any other Condition win the Said Gresham on his Acceptance of any other Lists Save that above mentioned to have been made in December Seventeen hundred and four in Respect to the List of that year nor did this Deft ever Petition the Assembly about any other Matter Relateing to the Said Gresham Save as above mentioned all weh is long before the Date of the Sherriffs Bonds in the Compl<sup>ts</sup> bill Mentioned That this defendant observing the nicetys that the said Gresham insisted on upon the payment of his Note to Capt Smith and other critical advantages he always Seemed inclinable to take of this defendant did not put Such debts into the sa Gresham's hands to Collect for him at the expence of ten per Cent Sallary as were due from persons which he lookt upon to be more punctual paymasters than himself And this defendant likewise Saith that where he owed such Merchts for goods as owed him Tobo for fees he took the liberty of discounting Such debts himself wth out Giving the Said Gresham ten per Cent to do it for him as this Deft wth Submission to better Judgments thinks it was well lawfull And the Deft